

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

February 27, 2025

Item F.5. **McNeese State University's** request for approval of a contract with Mr. Bernard Viator, Head Football Coach, effective December 2, 2024.

EXECUTIVE SUMMARY

Under this agreement, through December 1, 2029, Coach's annual salary will be \$100,000 to be paid in monthly installments.

If the University terminates the agreement without cause, Coach shall not be entitled to any remaining compensation listed in the contract.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval of a contract with Mr. Bernard Viator, Head Football Coach, effective December 2, 2024.

McNEESE STATE UNIVERSITY

HEAD FOOTBALL COACH

CONTRACT OF EMPLOYMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This contract is made and entered into between McNeese State University through its President Dr. Wade Rousse and **BERNARD VIATOR** (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for McNeese State University (the "Board"). Therefore, the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1 McNeese State University (the "University") does hereby employ COACH as **HEAD FOOTBALL COACH** and COACH does hereby accept employment and agrees to perform all of the services pertaining to **FOOTBALL** which are required of COACH, as well as, other services as may be contemplated hereunder, all as prescribed by the University through its President and Athletics Director.
- 1.2 COACH shall be responsible, and shall report, directly to the University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of McNeese State University's President.
- 1.3 COACH shall manage and supervise the team and shall perform such other duties in McNeese State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent McNeese State University positively in public and private forums and shall not engage in conduct that reflects adversely on McNeese State University or its athletic programs.

2.0 Term

- 2.1 The term of this contract is for a fixed period of SIXTY (60) months, commencing on the **2nd day of December 2024**, and terminating without further notice to COACH on the **1st day of December 2029**.
- 2.2 After December 1, 2029, this contract is renewable solely upon an offer from McNeese State University and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This contract in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this contract count in any way toward tenure at McNeese State University.
- 2.3 This contract may be amended or extended at any time during the period of this contract by mutual agreement of all parties.

3.0 Compensation

- 3.1 In consideration of COACH'S services and satisfactory performance, McNeese State University shall pay COACH a base annual (12-month) salary in the amount below, payable on a monthly basis.
 1. **December 2, 2024 to December 1, 2025 - \$100,000**
 2. **December 2, 2025 to December 1, 2026 - \$100,000**
 3. **December 2, 2026 to December 1, 2027 - \$100,000**
 4. **December 2, 2027 to December 1, 2028 - \$100,000**
 5. **December 2, 2028 to December 1, 2029 - \$100,000**
- 3.2 The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with section 13 of this contract.
- 3.3 In this appointment, in accordance with ULS Policy Number FS.111.XXI.-1, COACH will not accrue Compensatory Leave and COACH will be exempt from taking leave when the University is officially closed at holiday breaks.

- 3.4 At the discretion of the University, COACH may be eligible for cost of living or merit pay increases in addition to the stated base salary. COACH is also subject to pay adjustment according to economic circumstances that affect all employees in the unclassified state service.

4.0 Contracts for Broadcast and/or Telecast

- 4.1 COACH may host a radio or television show to promote the McNeese State University **FOOTBALL** Team, with approval from the Athletic Director and Sport Supervisor.
- 4.2 It is specifically agreed that in the filming or producing of such shows, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in the filming or production of the show.
 - (b) Long distance phone calls, University supplies, printing, postage, University vehicles, etc., will be utilized on a complete University cost recovery basis.
 - (c) Complete records will be maintained regarding income and expenditures associated with said show and available for verification by University auditors.
 - (d) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death resulting from said show.
 - (e) The COACH is an independent contractor during said radio or television activities and, as a University employee, will undertake to observe all general rules and policies of the University. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
 - (f) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the radio or television show.
- 4.3 Any compensation received by COACH for the participation in the radio or television show shall be solely for the benefit of COACH and not the University, except for reimbursements as otherwise provided for herein and in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel.

5.0 Camps and Clinics

- 5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University. COACH must adhere to the Policy for Use of Campus Facilities.
- 5.2 It is specifically agreed that in the operation of such camps, COACH acts for himself/herself in his/her private capacity and not as an agent or employee of the University and that this contract constitutes merely a license to use the property and facilities subject to the conditions hereafter stated:
- (a) Special setups or changes in original setup of facilities will be taken care of by the COACH with no cost to the University.
 - (b) The COACH agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - (c) The COACH agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, its agents and servants, are named as the insured (or as an additional insured) which provides:
 - 1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage if COACH hires any employees to work at such camps or clinics;
 - 2. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
 - 3. Other Insurance Requirements: provided in the Policy for Use of Campus Facilities.
 - (d) Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - (e) Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - (f) The COACH agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments, and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.

- (g) The COACH is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The COACH, as a University employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- (h) The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the COACH of any problems or questions which may arise out of the operation of summer camps.

6.0 Courtesy / Leased Vehicle Benefit

- 6.1 At the discretion of the University, the COACH may receive a courtesy/leased vehicle if an arrangement can be made through a local dealership. The benefit shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. The University has no obligation to furnish a vehicle to COACH. The arrangements for a vehicle may be made by either the Athletics Director or COACH.
- 6.2 Insurance on any courtesy / leased vehicle must be paid for by the dealership, the COACH, or some other arrangement agreed to by the Athletics Director.
- 6.3 The COACH may be reimbursed for miles driving the courtesy / leased vehicle on school-sponsored business as authorized and approved following the University of Louisiana System Athletic Travel Policy No. IA-V.(2a).

7.0 Employee Benefits

- 7.1 The COACH shall, if able, participate in the mandatory employee benefit plans and be eligible for optional employee plans as would any other University unclassified employee, in accordance with University and Board policies. Such benefit will be based upon COACH's base annual salary as provided by University.

8.0 Outside Income and/or Benefits

- 8.1 With approval from the University President and in accordance with University and Board policies, COACH shall be authorized to earn other revenue while employed by the University, but such activities are independent of his/her University employment, and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his/her operation of **FOOTBALL** camps and/or **FOOTBALL** clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies (Adopted 2/24/95). Coach shall report annually in writing to President all athletically-related income, revenue, and/or benefits Coach receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. Examples of outside income include, without limitation, income or benefits from (1) Endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by the University. All outside compensation must also comply with the Louisiana Code of Governmental Ethics.
- 8.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, COACH must report all such income or benefits to the PRESIDENT in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.).

9.0 Apparel, Equipment Endorsements

- 9.1 The University shall pay to COACH any funds for which he/she is responsible in obtaining for the University through his/her endorsements of show, apparel, or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes.

10.0 Compliance with NCAA and Conference Rules and Regulations, and University Policies and Procedures

- 10.1 COACH shall abide by the NCAA and Conference rules and regulations and the policies and procedures of the University. Pursuant to NCAA Bylaw 11.2.1, Coach understands that Coach has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). If found in violation of Conference rules and regulations, or University policies and procedures, COACH shall be subject to disciplinary or corrective action as set forth by Conference rules and regulations or University policies and procedures. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious, or repetitive, violations of NCAA regulations (NCAA Constitution 11.2.1), Conference rules and regulations, or University policies and procedures.
- 10.2 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Procedures, and the policies and procedures of the University of Louisiana System. In public appearances he/she shall at all times conduct himself/herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
- 10.3 COACH shall promote an atmosphere for compliance within the program supervised by the COACH and shall monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to the COACH (NCAA Division I Bylaw 11.1.2.1 Responsibility of Head Coach).
- 10.4 COACH and Employer acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment

11.0 Compliance with Local, State and Federal Laws

- 11.1 COACH shall abide by the laws of the local, state and federal governments. COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in violation or gross disregard of local, state or federal laws.

12.0 Football Staff

- 12.1 Adhering to the University hiring policies, COACH shall have the authority to select associate / assistant coaches upon approval by the Athletics Director, the President, and the Board of Supervisors for the University of Louisiana System. Associate / assistant coaches shall be appointed as University unclassified personnel.
- 12.2 Coaching Staff Salary Pool will be subject to approval by the Director of Athletics, Sport Administrator, and/or the President of the University.

13.0 Termination

- 13.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving five (5) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System.
- 13.2 COACH may be terminated by the Athletic Director at any time for violation or gross disregard of state or federal laws (excluding minor offenses or those punishable by citation), or deliberate and serious violations of NCAA, conference, or university rules, regulations, policies or procedures, or engaging in conduct, which is clearly contrary to the character and responsibilities of a person occupying the position of as **HEAD FOOTBALL COACH** or which substantially negatively or substantially adversely affects the reputation of the University or McNeese State University athletics or for any violation of this contract; provided, however, prior to termination, University shall meet with COACH to notify him of alleged offending behavior under this clause, following which COACH will have fourteen (14) days to cure alleged offending behavior or violation. University shall provide a good faith opportunity for COACH to cure alleged behavior or violation. In the event of such termination, COACH will receive thirty (30) calendar days' notice of termination or thirty (30) calendar day's regular pay in lieu of such notice. All compensation, including salary, benefits and other remuneration incidental to employment, cease upon termination. The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the University. No damages or other amounts than are specified in this section 13.2 shall be due if termination is for just cause.
- 13.3 The University may at any time, and in its sole discretion, terminate the employment of COACH for any reason.

(a) In the event the University terminates the contract, without cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Any expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination shall be payable to coach, less all applicable taxes and other withholdings.

13.4 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of: Title IX of the Education Amendments of 1972; the University's Sexual Misconduct Policy; or the University of Louisiana System's Sexual Misconduct Policy.

13.5 Should COACH's contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this contract past the effective date of termination. Just cause for termination shall include, but not be limited to:

- (a) violation or gross disregard of local, state, or federal laws, NCAA or Conference rules or regulations, or University policies or procedures, as well as
- (b) engaging in conduct, as solely determined by the University, which is clearly contrary to the character and responsibilities of a person occupying the position of **HEAD FOOTBALL COACH** or which negatively or adversely affects the reputation of the University or McNeese State Athletics in any way.

14.0 Fundraising

14.1 All fundraising activities by COACH must be pre-approved by the Director, or his designee, and coordinated with the Vice President for University Advancement to ensure that such activities are in line with the mission of the department and in compliance with University policies.

15.0 Severability

15.1 If any provision of the Contract shall be deemed invalid or unenforceable, either in whole or in part, this Contract shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

16.0 Force Majeure

16.1 Neither party shall be considered in default performance of his or its obligations under this Contract if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

17.0 Previous Agreements

17.1 This employment contract shall supersede and replace any and all previous employment contracts that may have been entered between the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witness.

WITNESSES:

Budget M. M. M.
K. M. M.
W. M. M.

Matt Viator Date 12/2/24

Bernard "Matt" Viator
McNeese State University

Heath Schroyer Date 12/2/24

Heath Schroyer, Director of Athletics
McNeese State University

Wade Rousse Date 12/2/24

Dr. Wade Rousse, President
McNeese State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the _____ day of _____, 20_____.

SECRETARY – Board of Supervisors

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

February 27, 2025

Item F.6. **Nicholls State University's** request for approval of a contract with Mr. Thomas Rybacki, Head Football Coach, effective January 6, 2025.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through January 5, 2030, Coach's annual salary is set at \$175,000 from the University, and the remainder from the Colonel Athletic Association (CAA) as follows:

- Year 1 - \$190,000
- Year 2 - \$195,000
- Year 3 - \$200,000
- Year 4 - \$205,000
- Year 5 - \$210,000

During the time of employment, Coach will also have the opportunity to receive the following earned salary supplements/incentives, funded by the CAA:

- \$7,500 – Regular Season Conference Championship – outright or shared
- \$2,500 – FCS Football Championship/playoff appearance
- \$5,000 – Eddie Robinson Award for any national “Coach of the Year” winner
- \$2,500 – Conference “Coach of the Year” winner
- \$1,000 – LSWA/State “Coach of the Year” winner
- \$2,500 – In an 11-game season, for 7 wins; in a 12-game season, for 8 wins
- \$2,500 for a 2.75 GPA per semester (Fall/Spring)/yearly
- \$2,500 – Per victory in the FCS Football Championship (including byes but excluding the Championship Game)
- \$25,000 – Winning the FCS National Championship

Coach is also eligible to participate and receive incentives as outlined in the Nicholls State University Athletics Incentives for Head Coaches.

In the event the University terminates the contract without cause, Coach is entitled to any earned but unpaid incentive compensation in addition to the remaining base salary that he would have earned during the entire term of the contract. Amounts that come due during the current fiscal year ending June 30 shall be paid by the University. The remaining amounts that come due beyond the current fiscal year shall be funded solely by the Colonel Athletic Association.

In the event Coach terminates the contract without cause during the first four years of the contract to become a football coach or staff member of any rank or standing, then Coach would be liable to the University for liquidated damages of \$75,000. If Coach terminates the contract without cause during the term of this agreement and within one year of such termination, obtains employment with another Football Championship Subdivision member inside the State of Louisiana as a football coach or staff member of any rank or standing, liquidated damages shall be due and payable to the University in amounts set forth below:

- If termination occurs during years 1, 2, 3, or 4 - \$200,000
- If termination occurs during year 5 - \$150,000

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request for approval of a contract with Mr. Thomas Rybacki, Head Football Coach, effective January 6, 2025.



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

F.6.

February 6, 2025

Via Electronic Transmittal Only

President Rick Gallot
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

Nicholls State University requests consideration and approval of the following item to be placed on the agenda for the February 27, 2025 meeting of the Board of Supervisors for the University of Louisiana System:

New Employment Contract for Thomas Rybacki-Football Head Coach.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

c: Mr. Terry Braud, Executive Vice President for Finance & Administration
Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost/Chief Academic Officer
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Paulette Mayon, Assistant Vice President for Business Affairs & Ethics
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications & Legislative Affairs
Ms. Caitlin Westerman, Internal Auditor
Ms. Paige Pierce, Director of Alumni Affairs
Dr. Martin Meder, Faculty Senate President

**CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

This agreement is made and entered into on the 30th day of January 2025, between Nicholls State University through its President, Dr. Jay Clune, and Mr. Thomas Rybacki (hereinafter referred to as "COACH"). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Nicholls State University, and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the Board.

1.0 Employment

- 1.1** Nicholls State University (the "University") does hereby employ COACH as head football coach and an ambassador of Nicholls State University and COACH does hereby accept employment and agrees to perform all of the services pertaining to football and University relations which are required of COACH, as well as other services as may be contemplated hereunder, all as prescribed by the University through its President and Vice President for Collegiate Athletics / Athletics Director.
- 1.2** COACH shall be responsible, and shall report, directly to Nicholls State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. COACH shall also be under the general supervision of Nicholls State University's President.

- 1.3 COACH shall manage and supervise the team and shall perform such other duties in Nicholls State University's athletic program as the Director may assign.
- 1.4 COACH agrees to represent Nicholls State University positively in public and private forums. In public appearances COACH shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University. COACH shall not engage in conduct that reflects adversely on the University or its athletic programs.
- 1.5 Due to the nature of the position, the Board of Supervisors prohibits the earning of compensatory time. In lieu of compensatory time, COACH will be exempted from having to take leave when the university is officially closed.

2.0 Term

- 2.1 The term of this agreement is for a fixed period commencing on the 6th day of January 2025, and terminating without further notice to COACH on the 5th day of January, 2030, unless extended under the terms of this agreement.
- 2.2 This agreement is renewable solely upon an offer from the Nicholls State University president and an acceptance by COACH, both of which must be in writing, signed by the parties, and approved by the Board. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH'S service pursuant to this agreement count in any way toward tenure at Nicholls State University.
- 2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties, and approved by the Board.

3.0 Compensation

- 3.1** In consideration of COACH'S services and satisfactory performance of this agreement, the University and the Colonel Athletic Association ("CAA") shall combine to pay COACH a minimum base salary as set forth below:

Year One – One Hundred Ninety Thousand Dollars (\$190,000.00)
Year Two – One Hundred Ninety-Five Thousand Dollars (\$195,000.00)
Year Three – Two Hundred Thousand Dollars (\$200,000.00)
Year Four – Two Hundred Five Thousand Dollars (\$205,000.00)
Year Five – Two Hundred Ten Thousand Dollars (\$210,000.00)

Stated amounts shall be paid on a bi-weekly basis, as well as all related benefits.

The total base salary shall be funded as follows: the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000) shall be funded directly by the University and the remaining sum each year beginning in year one at Fifteen Thousand (\$15,000.00) and increasing in year five to Thirty-Five Thousand (\$35,000) shall be funded by the CAA and paid through the University to COACH.

- 3.2** The COACH may be eligible for annual cost of living or merit pay increases in addition to the stated base salary. The COACH also may be subject to pay adjustments according to economic circumstances that affect all employees in the unclassified staff service. If due to economic circumstances COACH receives an annual base pay reduction of 10% or more, COACH may opt out of the contract with no liquidated damage responsibilities to the University. Notice to terminate the contract must be made in writing by COACH within 30 days of the effective date of the reduction in pay.
- 3.3** The Colonel Athletic Association (CAA) shall secure the use of three (3) vehicles for Coach and his staff to be assigned at Coach's discretion. If the

Head Coach's vehicle has to be returned the CAA will pay COACH a vehicle allowance of \$6,000, annually, in monthly installments of \$500 each month throughout the term of this agreement.

- 3.4** The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be determined in accordance with paragraph 11.

4.0 Incentive Compensation

- 4.1** During the time of employment as head coach, COACH will have the opportunity to receive the following earned salary supplements/incentives. These salary supplements/incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. The supplements shall be funded by the Colonel Athletic Association (CAA) and paid through University payroll as soon as practicable but in no event later than twelve months of achievement.

- (a) \$7,500 – Regular Season Conference Championship– outright or shared
- (b) \$2,500 – FCS Football Championship/playoff appearance
- (c) \$5,000 – Eddie Robinson Award for any national “Coach of the Year” winner
- (d) \$2,500 – Conference "Coach of the Year" winner
- (e) \$1,000 – LSWA / State “Coach of the Year” winner
- (f) \$2,500 - In an 11-game season, for 7 wins; in a 12-game season, for 8 wins
- (g) \$2,500 for a 2.75 GPA per semester (Fall/Spring) / yearly
- (h) \$2,500 - Per victory in the FCS Football Championship (including byes but excluding the Championship Game)
- (i) \$25,000- Winning the FCS National Championship

- 4.2** Incentives for Head Coaches: COACH is eligible to participate and receive

incentives in addition to and above the incentives in section 4.1 as outlined and according to the terms in the policy "Nicholls State University Athletics Incentives for Head Coaches" as long as said policy remains in existence and is active.

5.1 Camps and Clinics

5.1 COACH may operate a camp for the teaching of athletic pursuits on the University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by the University.

5.2 It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
 - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

5.3 The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

5.4 COACH may waive facility rental fee of Guidry Stadium for community outreach and recruiting no greater than five (5) times annually without approval of Athletics Director, but must give proper notice to the Athletic Director and University of such action.

6.0 Employee Benefits

6.1 COACH shall participate in the mandatory benefit plan and be eligible for optional employee plans as would any other University unclassified employee.

6.2 For each Football season, COACH shall be entitled to a total of twelve (12) tickets per home football game, along with 8 sideline passes for his personal use.

7.0 Outside Income-Subject to Compliance with Board Rules

7.1 The COACH shall be authorized to earn other revenue while employed by the University. Such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. COACH shall be entitled to retain revenue generated from his operation of football camps and/or football clinics in accordance with University policy relating to camps or clinics conducted by Athletic Department personnel and as noted in section 5.0. All outside employment and income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System and University policies.

7.2 Notwithstanding the above or anything else herein to the contrary, if COACH receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than University, COACH must report all such income or benefits to the University in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2).

8.0 Compliance with NCAA, Conference, University, System, and State Rules

8.1 In accordance with NCAA Constitution 11.2.1, COACH shall abide by the rules and regulations of the NCAA, Conference and University rules. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process, including suspension without pay or termination of employment for significant

or repetitive violations.

8.2 COACH shall use his best efforts to ensure that the football team maintains at least the minimum APR threshold of 930. Increasing APR scores is a product of recruiting academically ambitious student-athletes. It is the responsibility of the head coach to ensure that student-athletes are maintaining their eligibility. Academic achievement and student-athlete graduation are of the highest priority for student-athletes. If the minimum APR threshold is increased by the NCAA during the term of this Agreement, this paragraph will be amended to reflect the same.

8.3 COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a positive image for the University.

8.4 COACH and University acknowledge and agree that (1) COACH has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment.

9.0 Football Staff

9.1 COACH shall have the authority to select unclassified football personnel upon authorization by the Athletic Director and approval by the Board of Supervisors for the University of Louisiana System following the University hiring policies.

9.2 During the term of this agreement, the aggregate salary pool for football personnel shall be a minimum of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00).

9.3 COACH is expected to supervise the Football staff in compliance with NCAA, Conference and University rules and regulations. Further as described in NCAA Constitution 11.1.1.1, Responsibility of Head Coach., COACH is responsible for the actions of all institutional staff members who report, directly or indirectly, to the COACH, and it is COACH's responsibility to promote an atmosphere of compliance within the football program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program.

10.0 Other Financial Terms

10.1 University commits to COACH the following operating budget minimums:

a. Scholarships – At all times, the University shall fund the equivalent of 63 full scholarships per fiscal year to be allocated at COACH's discretion

b. Pregame meal - \$10,000 each year

11.0 Termination

11.1 Either party may terminate this agreement without just cause prior to the expiration of its terms by giving (30) days written notice to the other party. Prior to the termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

11.2 In the event the University terminates the Contract, without cause, the COACH shall be entitled to any earned but unpaid incentive compensation in addition to the remaining base salary that he would have earned during the entire term of

the contract. Amounts due as liquidated damages which come due during the University's current fiscal year in which COACH is terminated without cause, ending June 30th, shall be paid by the University. The remaining amounts due, which come due beyond the current University's fiscal year, shall be funded solely by the Colonel Athletic Association. The liquidated damages shall be due and payable in the same manner as outlined in section 3.1.

11.3 In the event COACH terminates the Contract without cause during the first four years of the contract to become a football coach or staff member of any rank or standing, then, COACH would be liable to the University for liquidated damages of Seventy-Five Thousand Dollars (\$75,000).

11.4 Additionally, if COACH terminates the Contract without cause during the term of this agreement and within one (1) year of such termination obtains employment with another Football Championship Subdivision member inside the state of Louisiana as a football coach or staff member of any rank or standing, liquidated damages shall be due and payable to the university in amounts set forth below:

(a.) If termination occurs during years 1, 2, 3, or 4- \$200,000.00

(b.) If termination occurs during year 5 - \$150,000.00

The liquidated damages set forth in this Section shall be due and payable to the University no later than ten (10) days from the date of termination if COACH is immediately reemployed, or, within ten (10) days from the COACH's employment with another team if not immediate but within the time set forth previously herein. If COACH terminates this Contract for any other reason than becoming employed as a football coach including, without limitation, retirement, health or personal reasons, disability, employment in another profession, and does not gain employment as a football coach or staff member

of any rank or standing within one (1) year of termination as set forth previously herein, then COACH shall have no responsibility, obligation, or liability to the University. In addition, in the event the Athletic Director in place at the time of this contract's execution is no longer employed by University as the Athletic Director, there are no liquidated damages without mutual agreement.

- 11.5** COACH may be terminated by the Athletic Director at any time for just cause. Just cause for termination of COACH shall include, but is not limited to, a knowing or willful violation or gross disregard of state or federal laws, NCAA or Conference regulations or University policies or procedures; COACH's unreasonable failure to utilize his best efforts in the fulfillment of his duties as may be reasonably required hereunder; behavior that brings the employee into public disrepute, contempt, scandal, ridicule, or that reflects unfavorably on the reputation or the high moral or ethical standards of the University; or the financial circumstances of the University as discussed in Section 11.6 herein below.

The judgment as to whether the conduct of COACH constitutes cause under this provision shall not be exercised arbitrarily, capriciously or in a discriminatory manner by the university. No damages shall be due if termination is for just cause; however, COACH shall receive any earned but unpaid base salary and incentive compensation.

- 11.6** COACH may be terminated at any time due to financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) month notice of termination or six (6) months regular pay in lieu of such notice. All

compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

12.0 Fundraising

12.1 All fundraising activities by COACH must be pre-approved by the Athletic Director to ensure that such activities comply with University policies.

13.0 Section 409A

13.1 The intent of the parties is that payments and benefits under this Employment Agreement comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, “Section 409A”) and, accordingly, to the maximum extent permitted, this Employment Agreement shall be interpreted to be in compliance therewith. If COACH notifies the University (with specificity as to the reason therefore) that COACH believes that any provision of this Agreement (or any award of compensation, including benefits) would cause COACH to incur an additional tax or interest under Section 409A or the University independently makes such determination, the University shall, with consent of COACH, reform such provision to attempt to comply with or be exempt from Section 409A. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to COACH and the University of the applicable provision without violating the provisions of Section 409A.

13.2 Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of the applicable provisions of this Agreement providing for the payment of amounts or benefits

subject to Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a “termination”, “termination of employment” or like terms shall mean “separation from service”.

13.3 All expenses or other reimbursements paid under this Agreement or otherwise hereunder that are taxable income to COACH shall be paid promptly upon submission of appropriate documentation, but in no event later than the end of the calendar year next following the calendar year in which COACH incurs such expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange or another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Internal Revenue Code Section 105(b) solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the calendar year following the calendar year in which the expense occurred.

13.4 For purposes of Section 409A, COACH’s right to receive any install payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

14.0 Title IX and Sexual Misconduct Policy Reporting and Compliance

14.1 COACH shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that COACH is aware of or has reasonable cause to believe is taking place or may have taken place.

14.2 The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by COACH for failure to report a Known Violation of:

1. Title IX of the Education Amendment of 1972; or
2. The University's Sexual Misconduct Policy; or
3. The University of Louisiana System's Sexual Misconduct Policy

15.0 Notices

15.1 Any notice or other communication which is required to be given under this Agreement shall be in writing and shall be deemed to have been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the U.S. Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after is name below or such other address as may be given by such party in writing.

If to COACH: _____

With a copy to: _____

Attention: _____

If to the University: Nicholls State University
P.O. Box 2070
Thibodaux, LA 70310


Attention: President

If to the Colonel Athletic Association:

Colonel Athletic Association
P.O. Box 2070
Thibodaux, LA 70310
Attention: Executive Director

Thus Agreed To, by and between the herein named parties, on this ____ day of _____, 2025.

NICHOLLS STATE UNIVERSITY



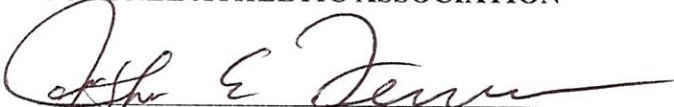
Dr. Jay Clune
President, Nicholls State University

COACH: THOMAS RYBACKI



Mr. Thomas Rybacki
Nicholls State University Head Football Coach

COLONEL ATHLETIC ASSOCIATION



Mr. Jonathan Terrell
Vice President / Athletic Director, Nicholls State University

Approved by the Board of Supervisors of the University of Louisiana System at its meeting on the
30th day of January, 2025.

Authorized Representative - Board of Supervisors

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

February 27, 2025

Item F.7. **Northwestern State University's** request for approval of a contract with Mr. Benjamin Kaszeta, Head Coach for Women's Volleyball, effective January 20, 2025.

EXECUTIVE SUMMARY

This agreement is for the period from January 20, 2025, through December 1, 2028. During this period, Coach's annual base salary is \$71,000 per contract year. In addition, the Demons Unlimited Foundation will pay Coach the following annual performance incentives as salary supplements:

Performance Incentives		
Use of Cell Phone	\$1,200	
Conference Regular Season Champion	\$2,500	
Conference Tournament Champion	\$2,500	
NCAA First and Second Round Win	\$2,500	For each win
NCAA Sweet 16 Appearance	\$5,000	
NCAA Elite 8 Appearance	\$7,500	
NCAA Final Four Appearance	\$10,000	
NCAA National Champion	\$15,000	
National Coach of the Year	\$10,000	
Conference Coach of the Year	\$2,500	Official award presented by the Conference

In addition, the Demons Unlimited Foundation will pay Coach an annual academic achievement incentive as a salary supplement if the annual APR score is 980 and above.

If the University terminates the agreement without cause, Coach shall be entitled to 50% of the total of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration).

In the event Coach terminates the Contract without cause, Coach would be liable to the University for liquidated damages in the following manner:

- If after January 20, 2025 but before December 1, 2025 – \$30,000
- If after December 2, 2025 but before December 1, 2026 – \$20,000
- If after December 2, 2026 but before December 1, 2027 – \$10,000

The liquidated damages by either party shall be due and payable in a lump sum within sixty days of Coach's final date of employment at Northwestern State University. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

The University and the Demons Unlimited Foundation signed this joint agreement with Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University's request for approval of a contract with Mr. Benjamin Kaszeta, Head Coach for Women's Volleyball, effective January 20, 2025.

Office of the President

February 6, 2025

Rick Gallot, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Re: Appointment of Mr. Benjamin Kaszeta as Head Volleyball Coach

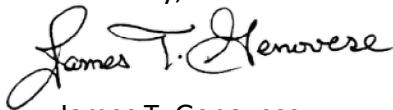
Dear President Gallot:

Northwestern State University is submitting the following item to be placed on the agenda for approval at the February 2025 Board Meeting:

*Appointment of Mr. Benjamin Kaszeta as Head Volleyball Coach for
Northwestern State University at an annual salary of \$71,000 for the period of
January 20, 2025 - December 1, 2028, as outlined in the attached contract.*

Thank you for your consideration of this request.

Sincerely,



James T. Genovese
President

Attachment

NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT

for Benjamin Kaszeta

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of this 10th day of January, 2025, by and between Northwestern State University (hereinafter "University") represented by James Genovese, President, the Demons Unlimited Foundation (hereinafter "Foundation") and Benjamin Kaszeta, Head Volleyball Coach (hereinafter "Coach") of Northwestern State University. This agreement is subject to the approval of the Board of Supervisors for the University of Louisiana System, the management board for Northwestern State University and therefore the terms and conditions set forth in this agreement should not be considered a valid contract until approval is provided by the board.

WITNESSETH:

WHEREAS, the University requires the services of a Head Volleyball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Benjamin Kaszeta as Head Volleyball Coach at Northwestern State University, and Benjamin Kaszeta does hereby accept said employment and agrees to perform all those services pertaining to Head Volleyball Coach as prescribed by the University through the President and the Director of Athletics.

- 1.1. Coach shall be responsible, and shall report, directly to Northwestern State University's Director of Athletics (the "Director") and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University's President.
- 1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University's athletic program as the Director may assign.
- 1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period January 20, 2025 to December 1, 2028, subject to approval of the University of Louisiana System Board of Supervisors. This agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by all the parties and approved by the Board. This agreement in no way grants the Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

3. **UNIVERSITY SALARY**

The University shall pay the Head Coach as follows:

First Year of Contract

Total salary of \$71,000 Dollars.

Source of payments:

- \$71,000 from Northwestern State and payable in 26 equal installments

Second Year of Contract

Total salary of \$71,000 Dollars.

Source of payments:

- \$71,000 from Northwestern State and payable in 26 equal installments

Third Year of Contract

Total salary of \$71,000 Dollars.

Source of payments:

- \$71,000 from the Northwestern State and payable in 26 equal installments

Fourth Year of Contract

Total salary of \$71,000 Dollars.

Source of payments:

- \$71,000 from the Northwestern State and payable in 26 equal installments

- 3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with Section 9.
- 3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. **EMPLOYEE BENEFITS**

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University unclassified employee based upon his annual University salary only.

5. **CAMPS AND CLINICS**

5.1 Coach Kaszeta may operate and receive additional compensation for camps/clinics as outlined in the athletic department's policy regulating camps and clinics.

- a. All revenues from university camps/clinics will be deposited into Coach Kaszeta's university camp budget. After all expenses are met, Coach Kaszeta may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university Volleyball operating budget, or a combination of the three, at his discretion.
- b. Camps operated through the university camp budget will not be subject to facility fees.

- c. Conducting camps and clinics is considered a part of Coach Kaszeta's job description related to promoting the University and the athletic department; thus, Coach Kaszeta will not be required to take leave while conducting camps run through the University camp budget.
- d. Coach Kaszeta's camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
- e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

5.2 Private Camps

- a. Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.
- b. It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.
 - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
 - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
 - The Coach agrees to secure a policy of insurance in a company approved by the University's Risk Management Office under which the Board of Supervisors for the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
 - Workers' Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
 - Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
 - Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
 - The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
 - The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- c. The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

6. FOUNDATION SERVICES

During the time of employment as head coach, Coach Kaszeta will also have the opportunity to earn salary supplements and incentives as a result of promotional activities for the Demons Unlimited Foundation. These payments, made through the university's payroll system, are subject to all mandatory withholdings and are inclusive of retirement and Medicare payments. Supplemental payments based on incentive clauses are to be paid no later than the conclusion of the financial quarter immediately following the one in which the incentive payment was earned. The potential supplements/incentives are as follows:

- a. COACH will receive use of a cell phone, including data and texting plan, with an approximate annual value of \$1,200.
- b. COACH will receive \$2,500 should he be named Southland Conference Coach of the Year.
- c. COACH will receive \$2,500 for Southland Conference Regular Season Championship.
- d. COACH will receive \$2,500 for Southland Conference Tournament Championship/NCAA Tournament Appearance.
- e. COACH will receive \$2,500 each for winning an NCAA First Round and Second Round match.
- f. COACH will receive \$5,000 for an NCAA Sweet 16 appearance.
- g. COACH will receive \$7,500 for an NCAA Elite 8 appearance.
- h. COACH will receive \$10,000 for an NCAA Final 4 appearance.
- i. COACH will receive \$15,000 for an NCAA Championship.
- j. COACH is also eligible to receive a \$1,000 incentive stipend for an annual APR of 980+. This incentive stipend will be for use of the Coach's name and likeness in Foundation material or literature promoting the academic achievements of the team. The coach must have worked at NSU for one full academic year (July 1-June 30) to be initially eligible to receive this bonus and must be employed by NSU at the time that the final APR number is released to be eligible to receive the bonus.

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

"Notwithstanding the above or anything else herein to the contrary, if Employee receives athletically related income or benefits totaling more than \$600 per year from any source or combination of sources other than Employer, Employee must report all such income or benefits to the [president or chancellor] in writing at least annually. Examples include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by Employer (see Bylaw 11.2.2.)."

8. STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

Employee and Employer acknowledge and agree that (1) Employee has an affirmative obligation to cooperate fully in the NCAA infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation), and (2) an individual who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment."

9. TERMINATION

Termination Without Cause: Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. Prior to termination of COACH, the University will obtain approval from the President of the University of Louisiana System. If the University terminates the agreement without cause, the Coach shall be entitled to 50% of the total of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University would be responsible for the current fiscal year compensation, through the end of the fiscal year (June 30th). The Demons Unlimited Foundation would be responsible for the remaining months in the agreement (the next July 1 through expiration). In the event Coach Kaszeta terminates the Contract without cause, Coach Kaszeta would be liable to the University for liquidated damages in the following manner:

- If after January 20, 2025 but before December 1, 2025 – Thirty Thousand (\$30,000) Dollars
- If after December 2, 2025 but before December 1, 2026 – Twenty Thousand (\$20,000) Dollars
- If after December 2, 2026 but before December 1, 2027 – Ten Thousand (\$10,000) Dollars

The liquidated damages by either party shall be due and payable in a lump sum within sixty (60) days of Coach's final date of employment at Northwestern State University. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the University and Demons Unlimited Foundation of any obligations to make further payments.

Termination For Cause: Should Coach's contract be terminated for just cause, the University and Demons Unlimited Foundation shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures.

Coach may be terminated by the University for Cause at any time for the following:

- Misconduct, including but not limited to: hostile workplace violations, documented acts of moral turpitude, acts of violence and aggression, and insubordination.
- Misconduct that: (1) violates state or university ethics laws, rules or regulations; (2) offends the ethics or traditions of the university; or (3) brings discredit or harm to the reputation of the university.

- Acts of violence or personal conduct, or condoning or encouraging employees or student athletes in such conduct, which may not warrant criminal prosecution, but result in public disrepute, contempt, scandal or ridicule that reflects unfavorably upon the reputation or mission of the university.
- Substantial and manifest incompetence.
- Gross violation or disregard of state or federal laws (excluding minor traffic offenses or non-criminal offenses).
- Deliberate and serious violations of NCAA, conference, or UNIVERSITY rules, regulations, policies or procedures.
- Failure to promote an atmosphere of compliance pursuant to NCAA Bylaw 11.1.2.1.
- Unethical conduct pursuant to NCAA 10.1.

The judgment as to whether the conduct of the Coach constitutes cause under this provision shall not be exercised arbitrarily or capriciously by the University.

Termination for Financial Exigency: Coach may be terminated at any time due to the financial circumstances in which the University and/or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions, and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months' notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment, cease upon termination.

10. **TITLE IX AND SEXUAL MISCONDUCT POLICY REPORTING AND COMPLIANCE**

Coach shall promptly report to the University's Title IX Coordinator or Deputy Title IX Coordinator any Known Violation(s) of the University or the University of Louisiana System's Sexual Misconduct Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking) that involve any student, faculty, or staff or that is in connection with a University sponsored activity or event. Any emergency situation shall be immediately reported to 911 and/or law enforcement. For purposes of this paragraph, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX and/or the University's or the University of Louisiana System's Sexual Misconduct Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

The University may terminate this Agreement for cause pursuant to the for-cause-termination provisions of this Agreement for any determined violation by Coach for failure to report a Known Violation of:

- (1) Title IX of the Education Amendments of 1972;
- (2) the University's Sexual Misconduct Policy; or
- (3) the University of Louisiana System's Sexual Misconduct Policy.

11. **MORALITY CLAUSES**

COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletics programs; AND

COACH shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

12. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the associate and assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Associate and assistant coaches shall be appointed as University unclassified employees.

13. **UNIVERSITY FUNDRAISING**

All fundraising activities by COACH must be pre-approved by the Athletic Director, or his designee, to ensure that such activities are in compliance with University policies.

14. **AMENDMENT EXTENSION**

This Contract may be amended and/or extended in writing by the mutual consent of the parties, and approved by the Board.

15. **SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

16. **FORCE MAJEURE**

Neither party shall be considered in default performance of her or its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or any requirements of law, or an act of God.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

NORTHWESTERN
UNIVERSITY

STATE


BY


BENJAMIN KASZETA, Head Coach


BY


KEVIN BOSTIAN, Director of Athletics

BY


MIKE NEWTON, President
Demons Unlimited Foundation

BY


JAMES GENOVESE, President
Northwestern State University

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

February 27, 2025

Item F.8. **University of Louisiana at Lafayette's** request for approval of a First Restated and Amended Contract for Employment with Mr. Michael Desormeaux, Head Football Coach, effective July 2, 2025.

EXECUTIVE SUMMARY

Under the proposed agreement effective through December 31, 2029, Coach's salary for each year is \$705,000. The Contract also provides that the University of Louisiana at Lafayette Foundation, through its Unrestricted Athletic Foundation Accounts, shall pay Coach a one-time \$150,000 signing bonus and a Contingent Premium Benefit of \$200,000 each year for his role in the promotion and production of the University's football program through radio and television programs. Additionally, for each season during the term of this contract in which the Coach achieves at least eight regular-season wins, the Coach shall be entitled to a salary escalator in the amount of \$40,000. The escalator amount shall be added to Coach's Base Salary by July 1 each year following the conclusion of the regular season. Finally, the University may provide Coach with an annual automobile allowance of \$6,000 if a vehicle is not provided by a dealership.

Supplemental Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- **Academic Achievement Compensation** - A payment of \$25,000 upon the happening of the following event which occurs earliest in any year of this contract, if at all, provided that University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:
 - The Football Team earns an academic grade point average of 2.7 or above during the spring semester of any year of this Contract as reported to the Conference; **or**
 - The Football Team earns an academic grade point average of 2.7 or above during the fall semester of any year of this Contract as reported to the Conference; **or**
 - The annual graduation success rate of the Football Team as reported by the NCAA exceeds 70%.

- **Post-Season Achievement Compensation:**

- \$250,000 if team appears in a College Football Playoff game.
- \$350,000 if the team appears in a College Football Playoff Quarter Final game.
- \$450,000 if the team appears in a College Football Playoff Semi-Final game.
- \$450,000 if the team appears in a College Football Playoff Championship game *or* \$550,000 if the team wins the College Football Playoff Championship.
- \$50,000 if team appears in a non-College Football Playoff Bowl game and achieves seven regular season wins.
- \$25,000 if team wins in a non-College Football Playoff Bowl game.

- **Conference Achievement Compensation:**

- \$50,000 if the Football team wins its Conference division; **or**
- \$125,000 if the Football team wins its Conference championship.

- **Regular Season Achievement:**

- \$75,000 if the Football Team wins ten regular season games; **or**
- \$100,000 if the Football Team wins eleven regular season games; **or**
- \$125,000 if the Football Team wins twelve regular season games.

- **Power 4 Achievement Compensation:**

- \$100,000 if team wins a regular season game versus a non-Conference Power 4 opponent.

- **Final Ranking Achievement Compensation:**

- \$50,000 if team achieves a ranking within the top 25 in the final official Associated Press (AP), Coaches Poll, and/or College Football Playoff rankings at the conclusion of the regular season.

- **Coaching Recognition Achievement Compensation:**

- \$50,000 if Coach is named Coach of the Year by the Conference; **and**
- \$100,000 if Coach is named the recipient of the Associated Press Coach of the Year Award, the National Sportswriters Association Paul “Bear” Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award, **or** the Bobby Dodd Coach of the Year Award.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 50% of the Base Salary remaining to be paid under the otherwise unexpired term of this Contract, and 50% of the Contingent Premium Benefit remaining to be paid under the otherwise unexpired term of this Contract. Such liquidated damages payment shall be issued from funds provided by the Foundation.

If the Coach terminates the Contract prior to the expiration of its term, Coach shall be liable to the Foundation for liquidated damages as follows:

- \$1,000,000 if such termination occurs on or before December 31, 2025;
- \$750,000 if such termination occurs after December 31, 2025, but on or before December 31, 2026;
- \$500,000 if such termination occurs after December 31, 2026, but on or before December 31, 2027; or
- \$250,000 if such termination occurs after December 31, 2027, but on or before December 31, 2028.
- Such liquidated damages shall be reduced by 25% if Dr. Bryan Maggard is no longer serving as the University’s Vice President for Intercollegiate Athletics on the date of notice of termination.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette’s request for approval of a First Restated and Amended Contract with Mr. Michael Desormeaux, Head Football Coach, effective July 2, 2025.



February 6, 2025

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is a request for approval of Mr. Michael Desormeaux's, Head Football Coach, first restated and amended contract agreement.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to be "E. Savoie".

E. Joseph Savoie
President

SVC
Attachment

**FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 2nd day of July, 2025 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and MICHAEL DESORMEAUX ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University and Coach entered into a Contract for Employment effective January 1, 2022 for Coach to be employed as University's Head Football Coach under the terms and conditions set forth therein (the "Original Contract");

WHEREAS, Sections 2(a) and 2(b) of the Original Contract provide that the parties may mutually agree in writing, subject to approval by Board, to extend the Original Contract's Initial Term if, during the term of the Original Contract, Coach met certain performance targets as more fully set forth in Sections 2(a), 2(b), and 18 of the Original Contract;

WHEREAS, Coach has successfully met the performance targets referenced in Sections 2(a), 2(b), and 18 of the Contract, and the parties to the Original Contract mutually desire to exercise the extension provision of Section 2(a) and 2(b) of the Original Contract;

WHEREAS, the parties have agreed to amend, supplement and restate the Original Contract

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree to amend, supplement, and restate the Contract as follows:

1. **Employment.** University hereby employs Coach as Head Coach of its Football Program, and Coach hereby agrees to and accepts such employment. Coach shall be responsible to, and shall report directly to, University's Vice President for Intercollegiate Athletics ("VPIA"). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date and shall continue in effect for an initial term ending on December 31, 2029 ("Initial Term").

- b. **Automatic Extension.** The term of this Contract shall be automatically extended for one (1) additional year each time during the Initial Term of this Contract if the Football Program (i) wins nine (9) regular season games and/or (ii) wins its Conference championship. The terms and conditions for each one-year extension shall be no less favorable than the final year of the Term, as may have been extended.
 - c. **Extension by Agreement.** In addition to Section 2(b), above, the parties may mutually agree in writing to extend this Contract for one (1) additional year for each year VPIA or VPIA's designee determines Coach has met all annual performance targets after an annual evaluation as set forth in Section 17 herein. Unless otherwise agreed to in writing by the parties, Coach's compensation, benefits, and incentives during additional Contract years shall be on the same terms and conditions as were in effect in the final year of the Term.
 - d. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services as Head Football Coach without execution of a new contract or an amendment to extend the term of this Contract, Coach's employment as Head Football Coach shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Football Program and shall perform such other duties in the University athletic program as VPIA may reasonably assign. Specifically, Coach shall:
- a. Faithfully and conscientiously perform the duties of Head Football Coach which are expressly assigned and/or inherent in such position.
 - b. Lead, direct, manage, promote, and supervise the Football Program and its personnel in an effective manner to achieve the goals and objectives for the Football Program as established by VPIA in consultation with Coach.
 - c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Football Coach.
 - d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding insulting profane behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and

- iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- e. Staff the Football Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Promote an atmosphere in which Football student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Football Program.
- h. Lead public relations programs for the Football Program and develop campus and community support for the Football Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Football Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").
- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
- l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Football coaches, student-athlete members of the Football team, graduate assistants, and Football operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and

- iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
 - m. Ensure the Football Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other employment-related directives and responsibilities as may be reasonably given by VPFA and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary ("Base Salary") of Seven Hundred Five Thousand Dollars and NO/100 (\$705,000.00), payable in equal monthly installments of Fifty-Eight Thousand Seven Hundred Fifty Dollars and NO/100 (\$58,750.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.
5. **Signing Bonus.** University agrees to pay Coach a signing bonus of One Hundred Fifty Thousand Dollars and NO/100 (\$150,000.00), payable no later than July 31, 2025, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts.
6. **Base Salary Escalator.** For each season during the term of this Contract in which the Coach achieves at least eight (8) regular-season wins, the Coach shall be entitled to a salary escalator in the amount of Forty Thousand Dollars and NO/100 (\$40,000.00). The escalator amount shall be added to Coach's Base Salary by July 1 each year following the conclusion of the regular season. The win total shall be calculated based solely on games played during the regular season and shall exclude any postseason games.
7. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.
8. **Additional Benefits.** University shall also pay to Coach the following additional benefits:
- a. **Automobile Allowance.** Either (i) use of an automobile by an automobile dealership or (ii) an annual automobile allowance in the amount of Six Thousand Dollars and NO/100 (\$6,000.00), paid in equal monthly installments of Five Hundred Dollars and NO/100 (\$500.00); and

- b. **Football Tickets.** University shall provide Coach up to twenty-five (25) tickets per home Football game for personal use.

9. Contingent Premium Benefit.

- a. In addition to the Base Salary, University shall pay to Coach, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, supplemental compensation in the following amount:
 - i. Two Hundred Thousand Dollars and NO/100 (\$200,000.00) annually, prorated for the first partial year, to be paid in equal monthly installments of Sixteen Thousand Six Hundred Sixty-Six Dollars and 67/100 (\$16,666.67).
 - ii. Payment of this supplemental compensation is contingent upon Coach making reasonable efforts to appear on radio and television programs during the football season including game broadcasts or telecasts, pre-game and post-game shows, and coach's shows (collectively, "Broadcasts"). However, these payments are not precluded if the University elects to discontinue or terminate any Broadcast(s) during the football season.
- b. The reasonable effort required of Coach under this Section shall be that of due diligence and personal time customarily executed by head football coaches in the promotion and production of similar programs at other NCAA Division I FBS institutions. Any efforts requested of Coach by University with respect to promotion and production of Broadcasts shall not unreasonably interfere with his primary duties as Head Football Coach.
- c. University shall be entitled, at its option, to produce and market the Broadcasts or negotiate with other parties to produce and market the Broadcasts. Contracts for all Broadcasts shall be between University and the entity producing such Broadcasts ("Producer"). Rights in and to these Broadcasts shall not be considered the property of Coach.
- d. University shall have the exclusive right to contract with Broadcast sponsors for commercial endorsements by Coach both during any Broadcast and at all other times. Coach shall not unreasonably refuse any requests by University or Producer to personally contact existing or potential sponsors to generate or increase advertising revenues, or to participate in any commercial endorsements to promote Broadcasts, provided that any such requests shall not unreasonably interfere with Coach's primary duties as Head Football Coach.
- e. Except routine news media interviews for which no compensation is received, Coach shall not appear on any television, radio, or other media broadcast or advertisement without the prior written approval of VPIA, which shall not be unreasonably withheld.

10. Achievement Compensation.

a. **Head Coach Achievement Compensation.** During Coach's employment as Head Football Coach, University shall pay Coach each year using Foundation's Unrestricted Athletic Foundation Accounts, the following Achievement Compensation in recognition of his efforts in contributing to the occurrence of the following achievements, with such amounts payable to Coach within thirty (30) days following such achievement(s):

i. **Academic Achievement Compensation.** A payment of Twenty-Five Thousand Dollars (\$25,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Football Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Football Team earns an academic grade point average of 2.7 or above during the spring semester of any year of this Contract as reported to the Conference; or
2. The Football Team earns an academic grade point average of 2.7 or above during the fall semester of any year of this Contract as reported to the Conference; or
3. The annual graduation success rate of the Football Team as reported by the NCAA exceeds seventy percent (70%).

ii. **Post-Season Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i), Coach shall receive per football season:

1. Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if the Football team appears in a College Football Playoff game; and
2. Three Hundred Fifty Thousand Dollars and NO/100 (\$350,000.00) if the Football team appears in a College Football Playoff Quarter Final game; and
3. Four Hundred Fifty Thousand Dollars and NO/100 (\$450,000.00) if the Football team appears in a College Football Playoff Semi-Final game; and
4. Four Hundred Fifty Thousand Dollars and NO/100 (\$450,000.00) if the Football team appears in a College Football Playoff Championship game; or
5. Five Hundred Fifty Thousand Dollars and NO/100 (\$550,000.00) if the Football team wins the College Football Playoff Championship.

6. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Football team appears in any non-College Football Playoff Bowl game and the Football Team achieves seven (7) regular season wins; and
 7. Twenty-Five Thousand Dollars and NO/100 (\$25,000.00) if the Football Team wins a non-College Football Playoff Bowl game.
- iii. **Conference and Regular Season Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-ii), Coach shall receive:
1. Conference Achievement:
 - a. Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Football team wins its Conference division; or
 - b. One Hundred Twenty-Five Thousand Dollars and NO/100 (\$125,000.00) if the Football team wins its Conference championship.
 2. Regular Season Achievement:
 - a. Seventy-Five Thousand Dollars and NO/100 (\$75,000.00) if the Football Team wins ten (10) regular season games; or
 - b. One Hundred Thousand Dollars and NO/100 (\$100,000.00) if the Football Team wins eleven (11) regular season games; or
 - c. One Hundred Twenty-Five Thousand Dollars and NO/100 (\$125,000.00) if the Football Team wins twelve (12) regular season games.
- iv. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-iii), Coach shall receive One Hundred Thousand Dollars and NO/100 (\$100,000.00) if the Football Team wins a regular season game versus a non-Conference Power 4 opponent.
- v. **Final Ranking Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-iv), Coach shall receive Fifty Thousand Dollars and NO/100 (\$50,000.00) if the Football Team achieves a ranking within the top 25 in the final official Associated Press (AP), Coaches Poll, and/or College Football Playoff rankings ("Top 25 Final Ranking") at the conclusion of the regular season, including conference championship games.
- vi. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Section 10(a)(i-iv), Coach shall receive:
1. Fifty Thousand Dollars and NO/100 (\$50,000.00) if Coach is named Coach of the Year by the Conference; and

2. One Hundred Thousand Dollars and NO/100 (\$100,000.00) if Coach is named the recipient of the Associated Press Coach of the Year Award, the National Sportswriters Association Paul "Bear" Bryant Award, the ESPN Home Depot Award, the American Football Coaches Association Coach of the Year Award, *or* the Bobby Dodd Coach of the Year Award.

b. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University.

c. Coach shall have the discretion to allot Coach's Achievement Compensation amounts to Assistant Football Coaches or other Football Staff as Coach deems appropriate.

11. Football Staff. University will allow Coach to select and retain, subject to the approval of VPIA, President, and the Board, the Assistant Football Coaches, Director of Player Personnel, Quality Control Assistants, Strength and Conditioning Coach, and Chief of Staff, and Football Support Personnel (collectively, "Football Staff") as follows:

a. **Assistant Football Coaches.** Coach may select and retain as many as ten (10) full-time, paid Assistant Football Coaches designated to perform coaching duties, to be compensated as follows:

i. **Assistant Football Coach Salary Pool.** University shall provide an Assistant Football Coach salary pool of no less than Two Million Five Hundred Thousand and NO/100 (\$2,500,000.00) each calendar year for the ten (10) full-time Assistant Football Coaches. The amounts paid to each individual Assistant Football Coach will be determined by the Coach, subject to the approval of the President.

ii. **Assistant Football Coaches, Head Strength and Conditioning Coach, Director of Player Personnel, and Chief of Staff Achievement Compensation.** University acknowledges the Assistant Football Coaches, Head Strength and Conditioning Coach, the Director of Player Personnel, and the Chief of Staff will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay each Assistant Football Coach, the Head Strength and Conditioning Coach, the Director of Player Personnel, and the Chief of Staff, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:

1. **Post-Season Achievement Compensation.** Each Assistant Football Coach, the Head Strength and Conditioning Coach, the Director of Player Personnel, and the Chief of Staff shall receive an Achievement Compensation payment in the greater of:

a. Twenty five percent (25%) of one (1) monthly installment of the individual's then-current annual base salary if the Football Team appears in a non-College Football Playoff Bowl game

following a season in which the Football Team wins at least six (6) regular season games, provided that the Assistant Football Coach coaches the Football Team in such Bowl game, or, in the case of the Head Strength and Conditioning Coach, Director of Player Personnel, and Chief of Staff, assists in preparing the Football Team to play in such Bowl game; or

- b. One (1) monthly installment of the individual's then-current annual base salary if the Football Team appears in a College Football Playoff game, provided that the Assistant Football Coach coaches the Football Team in such game, or, in the case of the Head Strength and Conditioning Coach, Director of Player Personnel, and Chief of Staff, assists in preparing the Football Team to play in such game.

- 2. **Conference Achievement Compensation.** In addition to the payment set forth in Section 11(a)(ii)(1), each Assistant Football Coach, the Head Strength and Conditioning Coach, the Director of Player Personnel, and the Chief of Staff shall receive an Achievement Compensation payment in the greater of:

- a. An amount equal to seven-and-a-half percent (7.5%) of one (1) monthly installment of the individual's base salary if Football Team wins its Conference division; or
- b. An amount equal to fifteen percent (15%) of one (1) monthly installment of the individual's base salary if Football Team wins its Conference championship game.

- 3. **Power 4 Win Achievement Compensation.** In addition to any payment set forth in Section 11(a)(ii)(1)-(2), each Assistant Football Coach, the Head Strength and Conditioning Coach, the Director of Player Personnel, and Chief of Staff shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team wins a regular-season game versus a non-conference Power 4 opponent.

- 4. **Top 25 Ranking Achievement Compensation.** In addition to any payment set forth in Section 11(a)(ii)(1)-(3), each Assistant Football Coach, the Head Strength and Conditioning Coach, the Director of Player Personnel, and Chief of Staff shall receive Four Thousand Dollars and NO/100 (\$4,000.00) if the Football Team achieves a Top 25 Final Ranking.

- b. **Football Support Personnel.** Coach may select and retain the following Football Support Personnel: one (1) Director of On-Campus Recruiting, one (1) Director of Football and Recruiting Logistics, one (1) Director of Player Personnel, one (1) Director of Player Engagement, one (1) Director of Sports Medicine, one (1) Director of Sports Nutrition, one (1) Chief of Staff, and one (1) Football Sport Program

Administrator. The Director of On-Campus Recruiting, Director of Football and Recruiting Logistics, Director of Player Engagement, Director of Sports Medicine, and Director of Sports Nutrition shall be collectively referred to as "Football Support Personnel".

- i. **Football Support Personnel, Chief of Staff, and Director of Player Personnel Salary Pool.** University shall provide a Football Support Personnel, Chief of Staff, and Director of Player Personnel a combined salary pool of no less than Four Hundred Fifty Thousand Dollars and No/100 (\$450,000.00) annually. This salary pool excludes the Football Sport Program Administrator. The amounts paid to each individual Football Support Personnel, Chief of Staff, and Director of Player Personnel will be determined by the Coach, subject to the approval of the President.
- ii. **Football Support Personnel Achievement Compensation.** University acknowledges Football Support Personnel, to include the Football Sport Program Administrator, will contribute valuably to the occurrence of the Football Team's achievements. In recognition of such contributions, University shall pay each individual Football Support Personnel, to include the Football Sport Program Administrator, through funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, the following Achievement Compensation:
 1. **Post-Season Achievement Compensation.** Each Football Support Personnel and Football Sport Program Administrator shall receive an Achievement Compensation payment in the greater of:
 - a. Two Thousand Dollars and NO/100 (\$2,000.00) if the Football Team appears in a non-College Football Playoff Bowl game; or
 - b. Five Thousand Dollars and NO/100 (\$5,000.00) if the Football Team appears in a College Football Playoff game.
 2. **Conference Achievement Compensation.** In addition to the payment set forth in Section 11(b)(ii)(1), each individual Football Support Personnel and Football Sport Program Administrator shall receive an Achievement Compensation payment of One Thousand Dollars and NO/100 (\$1,000.00) if Football Team wins its Conference division or Two Thousand Dollars and NO/100 (\$2,000.00) if Football Team wins its Conference championship.
- c. Notwithstanding the language contained in Section 11(b) above, Coach shall have the discretion to allot such Achievement Compensation to the Football Support Personnel and Football Sport Program Administrator as Coach deems appropriate. At no time shall the Achievement Compensation amounts deemed appropriate by Coach be greater than the amounts listed per achievement in Section 11(b) above.

- d. **Strength and Conditioning Coaches Salary Pool.** Coach may select and retain a Head Strength and Conditioning Coach, one (1) Associate Director of Strength and Conditioning Coach, and three (3) Assistant Directors of Strength and Conditioning Coaches. . University shall provide a Strength and Conditioning salary pool of no less than Five Hundred Thousand Dollars and No/100 (\$500,000.00) annually. The amounts paid to each individual Strength and Conditioning Coach will be determined by the Coach, subject to the approval of the President.
- e. **Quality Control Assistants Salary Pool.** Coach may engage independent contractor Quality Control Assistants compliant with IRS regulations. University shall provide a minimum of One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00) for these Quality Control Assistants annually. Expenditures beyond One Hundred Seventy-Five Thousand Dollars and NO/100 (\$175,000.00) shall be subject to prior approval of the Vice President for Administration and Finance ("VPAF"). Compensation to the Quality Control Assistants shall be distributed in Coach's discretion, subject to the approval of the VPAF.
- f. **Other Support Personnel.**
 - i. VPIA, Coach, and Assistant Athletic Director for Student-Athlete Academic Services will mutually agree on engaging two (2) full-time Football Academic Support employees. University shall provide Eighty Thousand Dollars and NO/100 (\$80,000.00) annually, to be distributed to the Football Academic Support employees in VPIA's and Coach's discretion, subject to the approval of the VPAF.
 - ii. VPIA, Coach, and Director of Digital Strategy will mutually agree on engaging two (2) full-time Creative Artist employees. University shall provide Eighty Thousand Dollars and NO/100 (\$80,000.00) annually, to be distributed to the Creative Artist employees in VPIA's and Coach's discretion, subject to the approval of the VPAF.
 - iii. Coach, in consultation with VPIA and University's Office of Human Resources ("HR"), shall have the discretion to classify new employment positions as deemed applicable and appropriate.
- g. Coach, in consultation with VPIA and HR, shall have the discretion to distribute any undistributed amounts remaining in the salary pools for Assistant Football Coaches, Football Support Personnel and Chief of Staff, Strength and Conditioning Coaches, and Quality Control Assistants to any other Football Staff.
- h. All Achievement Compensation which may be paid pursuant to this Section 11 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- i. Notwithstanding the foregoing, no Football Staff shall be entitled to any unpaid Achievement Compensation for any year during which said Football Staff member has

been suspended by University, or during which University has terminated the Football Staff member's employment as a Football Staff member for cause.

12. Retention Incentive Payments.

- a. Pursuant to Section 11 of the Original Contract, University has deposited the sum of Fifty Thousand Dollars and NO/100 (\$50,000.00) July 1 of each year the Original Contract was in effect, from funds provided to University from the Foundation's Unrestricted Athletic Foundation Accounts to be used at University's discretion in compliance with Foundation's exempt purpose, into an interest-bearing annuity established by University. The total amount of retention incentive payments deposited pursuant to the Original Contract is Two Hundred Thousand Dollars and NO/100 (\$200,000.00) ("Original Contract Annuity").
- b. The total sum accrued in the Original Contract Annuity, including interest, shall become due and payable to Coach on July 1, 2025. University agrees to work with Coach in good faith to make reasonable efforts to transfer the Original Contract Annuity to Coach in the most tax-beneficial manner possible to Coach.

13. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply with this Section may result in suspension and/or termination of Coach's employment as Head Football Coach, or termination of this Contract.
- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.

- 13. Camps and Clinics.** University has the exclusive right to authorize camps, clinics, and Youth Programs (as defined by University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions) which take place on its campus and/or use the University's facilities, equipment, or resources. With respect to any camp, clinic, or Youth Program, Coach shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, including but not limited to University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions.

- a. With prior approval of VPIA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Football camps and clinics on University Football facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.
- b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.
 - iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
 - iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.

- v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
- vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
- vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
- viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.

14. Outside Income. Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President all athletically-related income and/or benefits he receives from sources outside University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment; University shall have no responsibility for any claims arising therefrom. Examples of outside income and/or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University (see NCAA Bylaw 11.2.2.).

15. Outside Employment. Coach agrees that he shall not, personally or through any agent, actively seek, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President, which shall not be held unreasonably.

16. Endorsement/Personal Gain. Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services, nor shall he use his employee standing as Head Football Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods

companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Football Program. Any willful or knowing violation of this provision may be considered a conflict of interest and grounds for termination for cause.

17. **Evaluation.** VPIA or VPIA's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole discretion of VPIA or VPIA's designee, achieved annual performance targets which shall be communicated to Coach prior to each Football season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.

18. **Termination by University.**

a. **Without Cause.**

- i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive as liquidated damages payment equal to fifty percent (50%) of the Base Salary remaining to be paid under the otherwise unexpired term of this Contract, and fifty percent (50%) of the Contingent Premium Benefit remaining to be paid under the otherwise unexpired term of this Contract, (which includes, for the avoidance of doubt, the Initial Term and any exercised or automatic extensions or renewals thereof). In addition, Coach shall receive, no later than the last day of the month in which University exercises its right to terminate this Contract without cause, any other compensation (including Achievement Compensation) actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings. Such liquidated damages payment shall be issued by University, at its sole option, either in a lump sum or equal monthly payments within six (6) months of the date of termination, from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose and shall not be subject to any offset or recoupment for any compensation Coach may receive for future employment following termination. All other obligations of University and/or the Foundation to Coach shall cease as of the date of termination.
- ii. Payment of the liquidated damages payment under this Section 18(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but

not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

i. University may terminate this Contract for just cause for the following:

1. Failure to comply with this Contract;
2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by the University or any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President reflects adversely upon University or presents a conflict of interest between University and Coach;
5. Condoning, failing to prevent, and/or failing to report any Football Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the Conference, the NCAA, or any other governing body, provided Coach knew or reasonably should have known of such violation;
6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of University policies and/or Conference or NCAA regulations;
7. Prolonged absence from University without University's consent;
8. Poor performance evaluation by VPIA not corrected within a reasonable period of time, as determined by University, following notice to Coach; and
9. Failure to administer the Football Program in conformity with sound fiscal management practices, including, but not limited to, failure to abide by applicable rules and/or regulations of University or Board.

- ii. In the event of a termination under this Section for just cause, except for any compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings, Coach shall not be entitled to receive any compensation,

benefits, or any other amount from University or the Foundation beyond the date of termination.

- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.
- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

19. Termination by Coach. Coach recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Contract. Accordingly, should Coach terminate this Contract to accept employment at another institution as an assistant or head coach prior to the expiration of its Term:

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and other withholdings.
- b. Coach shall pay, or cause a third party to pay, to Foundation a liquidated damages payment of:
 - i. One Million Dollars and NO/100 (\$1,000,000.00) if such termination occurs on or before December 31, 2025 payable within sixty (60) days of the effective date of termination;
 - ii. Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) if such termination occurs after December 31, 2025, but on or before December 31, 2026 payable within sixty (60) days of the effective date of termination;
 - iii. Five Hundred Thousand Dollars and NO/100 (\$500,000.00) if such termination occurs after December 31, 2026, but on or before December 31, 2027 payable within sixty (60) days of the effective date of termination; or

- iv. Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) if such termination occurs after December 31, 2027, but on or before December 31, 2028 payable within sixty (60) days of the effective date of termination.
- c. The liquidated damages amounts set forth in Sections 19(b)(i-v) above shall be reduced by twenty-five percent (25%) if Dr. Bryan Maggard is no longer serving as the University's VPIA on the date of notice of termination.
- d. Coach shall be obligated to furnish notice to VPIA prior to engaging in communications or substantive negotiations for future employment during the Initial Term or any extensions of the Contract.
- e. For a period of one (1) year after the date of termination, Coach shall not initiate any recruitment-related contact with or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

20. Automatic Termination. This Contract shall automatically terminate upon Coach' death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Football Coach. In the event of an automatic termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or the Foundation.

21. Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana

System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

- b. University may terminate this Contract for cause pursuant Section 18(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

22. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

23. NCAA Issues. University has informed Coach of all significant NCAA issues of which it is aware.

24. Acknowledgement. The parties specifically agree that the obligations assumed herein relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Football Coach or in any other employment capacity.

25. Miscellaneous.

- a. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 18(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- b. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- c. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of

Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.

- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify HR of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction and no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by the parties, and approved by Board.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
- m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

26. Notices. Any notice required herein shall be provided in writing, and shall be delivered by personal delivery; electronic mail (to a valid, confirmed e-mail address); a nationally-

recognized overnight delivery service; or U.S. registered, certified, or first class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; upon acknowledgment of receipt if sent by electronic mail the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

Unless hereinafter changed via written notice to Coach, any notice to University shall be sent to:

University Designee:

Dr. E. Joseph Savoie, President
University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008
president@louisiana.edu

With copy to:

Dr. Bryan Maggard, VP/IA
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506
bryan.maggard@louisiana.edu

Unless hereinafter changed via written notice to University, any notice to Coach shall be sent to:

Coach:

Michael Desormeaux
201 Reinhardt Drive
Lafayette, LA 70506


With copy to:

Pete Roussel
pete.roussel@suite615.com

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the
University of Louisiana System**


DocuSigned by:

1405E1487C93461...

By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

2/19/2025

Date

Michael Desormeaux, Coach

Signed by:

5823FFBAC7A345C...

2/12/2025

Date

**ANCILLARY AGREEMENT TO
FIRST RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT
HEAD FOOTBALL COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement between the Board of Supervisors for the University of Louisiana System ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); the University of Louisiana at Lafayette Foundation (the "Foundation"); and Michael Desormeaux ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Football Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 5, 9, 10, 11, 12, 18, 19, and 20 of the First Restated and Amended Contract for Employment for Head Football Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to such Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 5, 9, 10, 11, 12, 18, 19, and 20. No other terms of the Contract shall obligate or bind the Foundation.

This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:
Joe Savoie 2/19/2025
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Signed by:
[Signature] 2/12/2025
5823FFBAC7A345C...

Michael Desormeaux Date

DocuSigned by:
Bryan Hanks 2/14/2025
37D54100A727492...

University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

ATHLETIC COMMITTEE

February 27, 2025

Item F.9. **University of Louisiana at Lafayette's** request for approval of a contract with Mr. Thomas Sevel, Head Men's Tennis Coach, effective February 27, 2025.

EXECUTIVE SUMMARY

This agreement is through May 30, 2030. During this period, Coach shall receive an annual base salary of \$60,000 from the University for the term of the contract. Achievement Compensation shall be paid from the University of Louisiana at Lafayette Foundation accounts as follows:

- **Academic Achievement Compensation.** A payment of \$1,000 upon the happening of the following event which occurs earliest in any year of this contract, if at all, provided that University has been notified that the Men's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:
 - The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
 - The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
 - The graduation success rate of the Men's Tennis Program as reported by the NCAA exceeds 80%.
- **Performance Achievement Compensation.** In addition, Coach shall receive all of the following which may apply per Men's Tennis season:
 - \$2,000 if the Men's Tennis Team wins either its Conference regular-season Men's Tennis team championship or its Conference Men's Tennis Team Championship;
 - \$2,000 if the Men's Tennis Team wins both its Conference regular-season Men's Tennis team championship and its Conference Men's Tennis Team Championship;
 - \$2,000 if the Men's Tennis Team appears in the NCAA Men's Tennis Team Championship;

- \$1,000 if a member of the Men's Tennis Team appears in the NCAA Men's Tennis Singles Championship;
 - \$1,000 if members of the Men's Tennis Team appear in the NCAA Men's Tennis Doubles Championship;
 - A payment equivalent to one monthly installment of Coach's then-current Base Salary if the Men's Tennis Team wins the NCAA Men's Tennis Team Championship;
 - \$2,500 if a member of the Men's Tennis Team wins the NCAA Men's Tennis Singles Championship, or if members of the Men's Tennis Team win the NCAA Men's Tennis Doubles Championship; and
 - \$2,000 if the Men's Tennis Team is ranked in the top twenty-five (25) of the final Intercollegiate Tennis Association rankings.
- **Coaching Recognition Achievement Compensation.** In addition, Coach shall receive all of the following which may apply:
 - \$2,000 if Coach is named Coach of the Year by the Conference; and
 - \$5,000 if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.

If the University terminates this agreement without just cause prior to the expiration of its term, Coach shall receive a payment equivalent to 50% of the Base Salary remaining to be paid under the unexpired term of this contract. Such liquidated damages payment shall be issued from funds provided by the Foundation, and will be offset by future compensation earned by Coach as described within the contract.

The University and the University of Louisiana at Lafayette Foundation each has an agreement with the Coach.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Lafayette's request for approval of a contract with Mr. Thomas Sevel, Head Men's Tennis Coach, effective February 27, 2025.



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

F.9.

P. O. Drawer 41008
Lafayette, LA 70504-1008
(337) 482-6203
Fax: (337) 482-5914
e-mail: president@louisiana.edu

Université des Acadiens

February 6, 2025

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is to request approval of the attached contract between the University of Louisiana at Lafayette and Mr. Thomas Sevel, Head Men's Tennis Coach. Additionally, the UL Lafayette Foundation document which accompanies the agreement is being submitted for approval.

Please place this item on the agenda for the February 2025 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie
President

svc
Attachment

**CONTRACT FOR EMPLOYMENT
HEAD MEN'S TENNIS COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

THIS CONTRACT FOR EMPLOYMENT ("Contract") is made effective the 27th day of February, 2025 ("Effective Date"), by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the UNIVERSITY OF LOUISIANA AT LAFAYETTE ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); and THOMAS SEVEL ("Coach"). The Board and Coach may be collectively referred to herein as the "parties" and each may be referred to individually as a "party." This Contract is subject to the approval of the Board; therefore, the terms and conditions set forth in this Contract shall be considered a valid contract only upon execution by the parties and written approval by the Board.

WITNESSETH

WHEREAS, University desires to utilize the services of Coach as Head Coach of University's Men's Tennis Program (the "Program") under the terms and conditions as set forth herein; and

WHEREAS, Coach desires to provide his services as Head Coach of the Program under the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the covenants made herein which inure to the mutual benefit of the parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Employment.** University hereby employs Coach as Head Coach of its Program, and Coach hereby accepts such employment. Coach shall be responsible to, and shall report directly to, University's Vice President for Intercollegiate Athletics ("VPIA"). Coach shall also be under the general supervision of President.
2. **Term.**
 - a. **Initial Term.** This Contract's term shall be deemed to have commenced on the Effective Date, and shall continue in effect until May 30, 2030 ("Initial Term").
 - b. **Renewal.** This Contract is renewable solely at the option of University and subject to approval by Board and Coach; however, if, after expiration of the Initial Term and any written term extension thereof, University continues to accept Coach's services without execution of a new contract or an extension of this Contract, Coach's employment shall be on a month-to-month employment-at-will basis.
3. **Duties and Responsibilities.** Coach shall manage and supervise the Program and shall perform such other duties in the University athletic program as VPIA may reasonably assign. Specifically, Coach shall:

- a. Faithfully and conscientiously perform the duties of Head Coach which are expressly assigned and/or inherent in such position.
- b. Lead, direct, manage, promote, and supervise the Program and its personnel in an effective manner to achieve the goals and objectives for the Program as established by VPIA in consultation with Coach.
- c. Appear at media events and other public appearances at such times as University may reasonably designate, provided such appearances shall not unreasonably conflict with Coach's primary duties as Head Men's Tennis Coach.
- d. Maintain the high moral and ethical standards commonly expected of Coach as a highly visible representative of University by nonexclusively:
 - i. Carrying himself in a professional and sportsman-like manner as expected of a highly visible representative of University, whose conduct, both on and off the field, affects the reputation of University, the viability of its athletic programs and contracts, and the well-being of its student-athletes;
 - ii. Avoiding profane or insulting behavior directed towards student-athletes, spectators, and members of the media;
 - iii. Refraining from any conduct that would offend prevailing social values and reflect negatively on University's reputation; and
 - iv. Avoiding any business or professional activities or pursuits that will conflict with his performance of his duties or will otherwise interfere with University's interest.
- e. Staff the Program with individuals who strengthen and promote University's educational and ethical mission and standards.
- f. Promote an atmosphere in which Men's Tennis student-athletes conduct themselves in a manner reflecting a positive image for University at all times during their tenure as participants in University's athletic programs.
- g. Adhere to and promote University's standards for the academic performance of its student-athletes in his recruitment, supervision, and coaching of the student-athlete members of the Program.
- h. Lead public relations programs for the Program and develop campus and community support for the Program.
- i. Maintain effective relations with governing boards, associations, conferences, and University's alumni, students, faculty, and staff.
- j. Participate in fundraising efforts with private donors, corporate sponsors, and others for the benefit of the Program as reasonably requested by University and the University of Louisiana at Lafayette Foundation ("Foundation").

- k. Create an environment in which admissions, financial aid, academic eligibility, and recruiting will be conducted properly.
 - l. Comply with all state and federal laws, as well as policies, rules, regulations, and interpretations of University, Board, the National Collegiate Athletic Association (the "NCAA"), and the Sun Belt Conference or any other conference of which University may become a member during the Term of the Contract (the "Conference"), as now constituted or as may be amended during the Term hereof, including:
 - i. Understanding and observing NCAA Regulation 11.1.1.1, providing "[a]n institution's head coach is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to the head coach. An institution's head coach shall promote an atmosphere of compliance within his or her program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to the coach";
 - ii. Implementing education and monitoring programs to ensure all persons under Coach's supervision (including without limitation, assistant Men's Tennis coaches, student-athlete members of the Men's Tennis team, graduate assistants, and Men's Tennis operations staff members) comply with the aforesaid laws, policies, rules, regulations, and interpretations; and
 - iii. Immediately informing University's Compliance Officer of any suspected violation and assisting with the investigation and reporting thereof.
 - m. Ensure the Program complies with all applicable state and federal laws and University and Board policies concerning intercollegiate athletics, including, without limitation, Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, and all state and federal non-discrimination laws.
 - n. Promote University's commitment to equal opportunity and affirmative action in personnel actions.
 - o. Adhere to and carry out other directives and responsibilities as may be given by VPIA and/or President from time to time.
4. **Base Salary.** In consideration for the services of Coach and satisfactory performance of the conditions of this Contract, University agrees to pay Coach an annual base salary of Sixty Thousand Dollars and NO/100 (\$60,000.00), payable in equal monthly installments of Five Thousand Dollars and NO/100 (\$5,000.00) on the last day of each month. The compensation paid shall be subject to the same payroll deductions that apply to University's non-academic administrative employees. All salary payments shall be subject to withholding and other applicable taxes. Coach shall receive all applicable State of Louisiana authorized general salary increases for which he is eligible. Any such increases are incorporated herein by reference to the same extent as if this Contract was amended to incorporate same.

5. **General Benefits.** Coach shall be entitled to standard fringe benefits that are provided to full-time employees generally on the same basis as offered University-wide. Employment benefits shall be calculated in accordance with state and federal guidelines.

6. **Achievement Compensation.**

a. **Head Coach Achievement Compensation.** During Coach's employment as Men's Tennis Coach, University shall pay Coach using Foundation's Unrestricted Athletic Foundation Accounts all of the following Achievement Compensation payments which may apply per year of this Contract in recognition of Coach's efforts in contributing to the occurrence of each respective achievement:

i. **Academic Achievement Compensation.** A payment of One Thousand Dollars and NO/100 (\$1,000.00) upon the happening of the following event which occurs earliest in any year of this Contract, if at all, provided that University has been notified that the Men's Tennis Team's cumulative Academic Performance Report (APR) average is above 930:

1. The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the fall semester of any year of this Contract, as reported to the Conference; or
2. The Men's Tennis Program earns an annual academic grade point average of 3.3 or above during the spring semester of any year of this Contract, as reported to the Conference; or
3. The graduation success rate of the Men's Tennis Program as reported by the NCAA exceeds eighty (80%) percent.

ii. **Performance Achievement Compensation.** In addition to any payment set forth in Section 6(a)(i), Coach shall receive all of the following which may apply per Men's Tennis season:

1. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Tennis Team wins either its Conference regular-season Men's Tennis team championship or its Conference Men's Tennis Team Championship;
2. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Tennis Team wins both its Conference regular-season Men's Tennis team championship and its Conference Men's Tennis Team Championship;
3. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Tennis Team appears in the NCAA Men's Tennis Team Championship;
4. One Thousand Dollars and NO/100 (\$1,000.00) if a member of the Men's Tennis Team appears in the NCAA Men's Tennis Singles Championship;

5. One Thousand Dollars and NO/100 (\$1,000.00) if members of the Men's Tennis Team appears in the NCAA Men's Tennis Doubles Championship;
 6. A payment equivalent to one (1) monthly installment of Coach's then-current base salary if the Men's Tennis Team wins the NCAA Men's Tennis Team Championship;
 7. Two Thousand Five Hundred Dollars and NO/100 (\$2,500.00) if a member of the Men's Tennis Team wins the NCAA Men's Tennis Singles Championship, or if members of the Men's Tennis Team win the NCAA Men's Tennis Doubles Championship (only one payment will be due even if members of the Men's Tennis Team win both the NCAA Men's Tennis Singles and Doubles Championship); and
 8. Two Thousand Dollars and NO/100 (\$2,000.00) if the Men's Tennis Team is ranked in the top seventy-five (75) of the final Intercollegiate Tennis Association rankings.
- iii. **Coaching Recognition Achievement Compensation.** In addition to any payment set forth in Sections 6(a)(i) and 6(a)(ii), Coach shall receive all of the following which may apply:
1. Two Thousand Dollars and NO/100 (\$2,000.00) if Coach is named Coach of the Year by the Conference; and
 2. Five Thousand Dollars and NO/100 (\$5,000.00) if Coach is named the National Coach of the Year by the Intercollegiate Tennis Association.
- b. All Achievement Compensation which may be paid pursuant to this Section 6 shall be deemed to have been earned on the date of the event or occurrence prompting the supplemental compensation payment; payable within thirty (30) days following the event or occurrence prompting the Achievement Compensation payment; and subject to standard federal and state withholdings.
- c. Notwithstanding the foregoing, Coach shall not be entitled to any unpaid Achievement Compensation for any year during which Coach has been suspended by University, or during which University has terminated the Coach's employment as a coach for cause.

7. Compliance with Law, Policy, and Regulations.

- a. Coach agrees to provide his services consistent with the terms and conditions of this Contract, the laws of the United States of America, and any applicable state law including the Louisiana Code of Governmental Ethics; the policies, guidelines, and requirements of University and the Board; and the constitution, bylaws, rules, regulations, and interpretations of the NCAA and Conference. Coach shall not violate any civil law, including but not limited to Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, or criminal law of any state or federal government. Failure to comply

with this Section may result in suspension and/or termination of Coach's employment as Head Men's Tennis Coach, or termination of this Contract.

- b. Pursuant to NCAA Bylaw 11.2.1, Coach understands that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3 for examples of full cooperation). Coach hereby stipulates that if he is found to be in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay, or in the event of a Level 1 or Level 2 violation, possible termination of employment.
8. **Camps and Clinics.** University has the exclusive right to authorize camps, clinics, and Youth Programs (as defined by University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions) which take place on its campus and/or use the University's facilities, equipment, or resources. With respect to any camp, clinic, or Youth Program, Coach shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, including but not limited to University's Youth Protection Policy, Policy # AF.0010.1, and all subsequent revisions.
- a. With prior approval of VPJA, President, and University's Vice President for Administration and Finance, which approval shall not be unreasonably withheld, Coach may organize and direct University-Sponsored Men's Tennis camps and clinics on University Men's Tennis facilities. Coach shall operate all such camps and clinics under the supervision and authority of University. Coach must receive written approval from the Vice President for Administration and Finance before Coach may manage and/or distribute revenue generated from such camps and clinics. Any such management and distribution shall comply with all applicable NCAA, University, and Board regulations, policies, and procedures, and shall remain subject to the supervision of the Vice President for Administration and Finance.
 - b. Coach shall have the opportunity to organize and direct camps and clinics as a private enterprise, with Coach acting as a private individual or as the owner of a separate business legal entity (collectively referred to herein as "Coach-Operated Camps"). All Coach-Operated Camps shall strictly comply with the University's Youth Protection Policy (Policy # AF.0010.1, and all subsequent revisions), where applicable.
 - i. All decisions concerning the operation and administration of Coach-Operated Camps shall be solely at the discretion of the Coach and all such decisions shall satisfy NCAA and conference rules and regulations. All costs of the Coach-Operated Camp will be borne solely by Coach and any profits will accrue solely to Coach.
 - ii. Such Coach-Operated Camps shall be scheduled so as not to interfere, conflict, or be inconsistent with the performance by Coach of Coach's duties under this Contract. Coach shall report personal leave when preparing for and conducting a Coach-Operated Camp and shall require all University personnel under Coach's supervision also to report personal leave when preparing for and conducting a Coach-Operated Camp. All staff working for such Coach-

Operated Camps shall be considered employees or volunteers of the Coach-Operated Camp and not of the University.

- iii. University facilities, equipment, and other property resources may be used for such Coach-Operated Camps only in accordance with the terms and conditions of a separate temporary right of use agreement. A temporary right of use agreement must be in writing and executed by the Coach-Operated Camp and University prior to commencement of such use.
 - iv. Coach shall maintain a complete set of business records, including but not limited to financial statements, payroll records, list of staff personnel including University employees (on leave) working at the Coach-Operated Camp, list of attendees with contact information, and such other records as reasonably and customarily maintained by such programs in the ordinary course of business. Consistent with NCAA rules and official interpretations, Coach agrees to submit for University audit, within ten (10) business days of a request from University, all relevant financial and payroll records from any Coach-Operated Camp in which prospective student-athletes participate.
 - v. Coach is prohibited from using University's name, logos, marks, and other intellectual property in association with Coach-Operated Camps except that Coach shall be permitted to describe and advertise the location of the Coach-Operated Camps as being on University's campus and/or at University's facilities (e.g., Coach's Sport "Summer Camp at University of Louisiana at Lafayette").
 - vi. Coach shall include the following language in all Coach-Operated Camp promotional and registration materials: "This camp/clinic is not owned or operated by University of Louisiana at Lafayette. The University is not responsible and/or liable for any camp/clinic activities. The camp/clinic is responsible for any and all activities."
 - vii. Prior to the start of any Coach-Operated Camp, Coach and University shall enter into an agreement indemnifying and holding harmless the University from any activity associated with the Coach-Operated Camp.
 - viii. Prior to the start of any Coach-Operated Camp, Coach shall obtain a properly executed release, indemnification, and hold harmless agreement in favor of University from each participant. University shall prescribe the form of the agreement to Coach.
9. **Outside Income.** Coach may earn income and revenue from outside sources while employed by University upon approval from President and in accord with University and Board policies. Coach shall report annually in writing to President through VPJA all athletically-related income and/or benefits he receives from sources outside of University, and Coach shall abide by all NCAA regulations regarding outside compensation. All outside compensation must also comply with the Louisiana Code of Governmental Ethics. Any outside compensation activities shall be considered independent of Coach's University employment and University shall have

no responsibility for any claims arising therefrom. Examples of outside income or benefits include, without limitation, income or benefits from (1) endorsement or consultation contracts with apparel companies, equipment manufacturers, or television or radio programs; (2) ownership, control, or management of a foundation, organization, or other entity; and (3) participation in athletic camps outside of those offered by University. (See NCAA Bylaw 11.2.2.)

10. **Outside Employment.** Coach agrees that he shall not, personally or through any agent, actively seek, interview, negotiate for, or accept other employment of any nature during the term of this Contract without first having obtained consent from President through VPIA.
11. **Endorsement/Personal Gain.** Coach agrees that he shall not, directly or by implication, use University's name or logos in the endorsement of commercial products or services nor shall he use his employee standing as Head Men's Tennis Coach for personal benefit or gain without prior written approval from President and compliance with Board and University policies. This prohibition includes, but is not limited to, soliciting, accepting, and/or receiving private employment, consultation, gifts, gratuities, speaking engagements, endorsements of commercial products, positions on advisory boards (including those of athletic sporting goods companies, etc.), or a fee based upon any contracts and purchase of goods and services for the Men's Tennis Program. Any violation of this provision may be considered a conflict of interest and grounds for termination for cause.
12. **Evaluation.** VPIA or VPIA's designee shall evaluate Coach annually prior to July 1 of each year of this Contract to determine whether Coach has, in the sole but reasonable discretion of VPIA or VPIA's designee, based on all relevant facts, achieved annual performance targets which shall be communicated to Coach prior to each Men's Tennis season and from time to time as VPIA or VPIA's designee deems reasonably necessary and warranted.
13. **Termination by University.**
 - a. **Without Cause.**
 - i. University may terminate this Contract without cause in the sole and absolute discretion of President, after receiving approval of the President of the University of Louisiana System. In such event, Coach shall receive liquidated damages equivalent to fifty percent (50%) of the Base Salary remaining to be paid under the unexpired term of this Contract. Neither University nor the Foundation shall have any other obligations to Coach whatsoever for any other benefits or supplemental compensation other than payment of amounts already earned at the time of termination but not yet paid. University may, at its sole option, issue such liquidated damages in either a single lump sum within six (6) months of the date of termination, or in equal monthly installments through the remaining term of this Contract. All liquidated damages payable pursuant to this Section 13(a)(i) shall be issued from funds provided by the Foundation from its Unrestricted Athletic Foundation Accounts to be used in University's discretion in compliance with Foundation's exempt purpose. All other obligations of University and/or Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination.

- ii. In the event of a termination described in Section 13(a)(i), Coach shall actively seek employment commensurate with his education and experience. Subject to the dual employment laws of Louisiana, any University obligation described in Section 13(a)(i) shall be offset and reduced by any gross income, base salary, wages, talent fees, consulting fees, honoraria, independent contractor fees, or other income of any kind whatsoever ("Gross Compensation") Coach may receive from any employer, including any business entity owned or controlled by Coach or in which Coach has an interest, as a result of employment as a head coach, assistant coach, or administrator, either at a college/university or with a professional sports organization (a "Coaching Position"), regardless of whether Coach receives such Gross Compensation personally or through any business entity. To effect any such offset required hereunder, Coach shall issue payments to University in the amount of each Gross Compensation payment Coach receives, within fourteen (14) days of Coach's receipt of each such Gross Compensation payment, until the full amount of the liquidated damages payment set forth in Section 13(a)(i), above, has been repaid.
- iii. Within fourteen (14) days after accepting any Coaching Position, Coach shall furnish to University notice of said employment, including the terms of his employment, start date, compensation, and substantiating documents such as contracts, appointment forms, etc. Coach shall notify University of any changes in his Gross Compensation within fourteen (14) days of such change, including receipt of any additional compensation in the form of bonuses, raises, etc. Coach shall provide University with a copy of his W-2, 1099, or other verifiable documentation of his income, which, for any given year, shall be provided no later than February 15th of the following year. If Coach breaches any and/or all of these obligations, University shall, within thirty (30) days of knowledge of such breach, provide Coach with written demand to cure such breach within ten (10) days and to provide documentary proof of exigent circumstances which clearly demonstrates a reasonable excuse for such breach. If Coach fails to do so, University's obligation pursuant to Section 13(a)(i) shall cease.
- iv. Payment of liquidated damages under this Section 13(a) shall constitute a full release of any claims Coach might otherwise assert against Board, University, the Foundation, or any of their officers, board members, representatives, agents, or employees as of the date of termination. In consideration of this payment, Coach shall, and does hereby, release and discharge Board, University and the Foundation, their officers, board members, representatives, agents, and employees, from and against any liability of any nature whatsoever related to or arising out of this Contract and Coach's employment at University as of the date of termination, including, but not limited to, any and all claims arising under or relating to any Federal or state constitutions, laws, regulations, or other provision of law.

b. For Just Cause.

- i. University may terminate this Contract for just cause, including but not limited to Coach's:
 1. Failure to comply with this Contract;
 2. Deliberate or persistent failure or refusal to perform duties and responsibilities to best of Coach's ability;
 3. Failure to comply with a lawful directive from VPIA or President, or other insubordination;
 4. Serious or intentional violation by Coach of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, and/or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and Coach;
 5. Condoning, failing to prevent, and/or failing to report any Program member's violation of any applicable law, rule, regulation, policy, or guideline, issued by any state or federal government agency, the Board, the University, the Conference, the NCAA, or any other governing body, that, in sole judgment of VPIA or President, reflects adversely upon University or presents a conflict of interest between University and any Program member, provided Coach knew or reasonably should have known of such violation;
 6. Failure to cooperate with University, Conference, and/or the NCAA in the investigation of alleged violations of Conference or NCAA regulations;
 7. Poor performance evaluation by Vice President for Intercollegiate Athletics not corrected within a reasonable period of time, as determined by University (such evaluation not to include Program's win-loss record), following notice to Coach; and/or
 8. Prolonged absence from University without University's consent.
- ii. In the event of a termination under this Section for just cause, Coach shall not be entitled to receive any compensation, benefits, or any other amount from University or the Foundation beyond the date of termination.
- iii. Coach and University acknowledge that it is not the desire or the intention of University that Coach's employment be terminable for minor, technical, or otherwise insignificant acts of misconduct by Coach, or for minor, technical, or otherwise insignificant University regulations or NCAA or Conference violations which do not entail the risk of Level I or Level II institutional

penalties. Prior to termination for cause, University intends to provide Coach with a reasonable opportunity to remedy and/or correct any grounds for termination for cause, unless, in University's reasonable discretion, the grounds for such a termination warrant immediate termination.

- c. **Sole Remedy.** Coach agrees his sole and exclusive remedy, if any, against Board, University, and/or the Foundation in the event of termination of this Contract by University for any reason shall be in accordance with the provisions set forth in this Section. In no event shall Board, University, or Foundation be liable for direct, indirect, special, incidental, or consequential damages.

14. Termination by Coach. Coach recognizes his promise to work for University for the entire term of this Contract is the essence of this Contract. Coach also recognizes University's highly valuable investment in Coach's continued employment would be lost if Coach resigns or otherwise terminates his employment with University prior to the expiration of this Contract. Accordingly, should Coach terminate this Contract prior to the expiration of its Term:

- a. All obligations of University and Foundation for any compensation and/or other benefits to Coach shall cease as of the date of termination, notwithstanding any compensation or incentive compensation actually earned and accrued but unpaid, as well as all expenses incurred in the performance of his duties but not yet reimbursed or otherwise received by the date of the termination, less all applicable taxes and withholdings.
- b. For a period of one (1) year after the date of termination, Coach shall not contact or otherwise seek to recruit any high school junior or senior, or rising junior college athlete, who has officially visited University, unless any new institution employing Coach had contacted or recruited such athlete prior to Coach's acceptance of employment with such institution. The obligations created herein shall survive the termination of this Contract and shall continue in full force and effect.

15. Termination by Death or Incapacity. This Contract shall automatically and immediately terminate upon Coach's death or substantial physical or mental incapacity lasting in excess of ninety (90) days which cannot reasonably be accommodated by University and interferes with Coach's ability to perform the essential functions and duties as Head Men's Tennis Coach. In the event of a termination under this Section, neither Coach nor Coach's estate, heirs, legatees, or successors shall be entitled to receive any unaccrued compensation, benefits, or any other amount from University or Foundation.

16. Title IX, Sexual Harassment and Other Prohibited Sexual Conduct Policy, Non-Discrimination Policy Reporting and Compliance.

- a. Coach shall promptly report to the University's Title IX Coordinator/EEO Investigator or Deputy Title IX Coordinator any Known Violation(s) of the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University's Non-Discrimination Policy, the University of Louisiana System's Sexual Misconduct Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy (including, but not limited to sexual harassment, sexual

assault, sexual exploitation, domestic violence and stalking, discrimination, or discriminatory harassment on the basis of national origin, age (40 years old or older), religion, sex (including pregnancy, gender identity, and transgender status), sexual orientation, disability, genetic information, veteran or military status, or retirement status in admission to, access to, treatment in, or employment in its programs and activities as required by Title VI and Title VII of the Civil Rights Act of 1964) that involve any student, faculty, or staff or that is in connection with a University-sponsored activity or event. Any emergency shall be immediately reported to 911 and/or law enforcement. For purposes of this Contract, a "Known Violation" shall mean a violation or an allegation of a violation of Title IX, the University's Sexual Harassment and Other Prohibited Sexual Conduct Policy, the University of Louisiana System's Sexual Misconduct Policy, Title VI or Title VII of the Civil Rights Act of 1964, the University's Non-Discrimination Policy, or the University of Louisiana System's Prohibiting Workplace Harassment and Discrimination Policy that Coach is aware of or has reasonable cause to believe is taking place or may have taken place.

- b. University may terminate this Contract for cause pursuant Section 13(b) of this Contract for any determined violation by Coach for failure to report a Known Violation.

17. Morality Clauses.

- a. Coach agrees to represent University positively in public and private forums and shall not engage in conduct that reflects adversely on the University or its athletics programs; and
- b. Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, and the policies and regulations of the University of Louisiana System. In public appearances, he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

18. Acknowledgement. The parties specifically agree that the obligations assumed in this Contract relate only to obligations regarding payment and there is no guarantee or promise of continued employment for Coach at University whether as Head Men's Tennis Coach or in any other employment capacity.

19. Miscellaneous.

- a. This Contract and all claims or disputes arising out of or relating to this Contract shall be exclusively governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to conflicts of law principles.
- b. In the event that any dispute arises between the parties concerning any breach of this Contract, the party alleging a breach by the other must provide written notice to the other describing in detail the alleged breach and allow a sixty-day (60-day) period to cure such breach prior to initiating legal action.

- c. Coach shall be entitled to utilize the applicable University grievance procedure in place at the time in the event of a University decision which Coach reasonably believes has adversely affected the terms and/or conditions of Coach's employment, including a termination by University pursuant to Section 13(b) of this Contract. The procedure currently in place for this situation is the University's Grievance Procedure for Non-Faculty Unclassified Personnel (Policy Document VI).
- d. Any and all claims or disputes arising out of or relating to this Contract shall be brought in a court of competent jurisdiction located in the Parish of Lafayette, State of Louisiana. The prevailing party in any judicial determination shall be entitled to recover attorney's fees in addition to any other relief awarded by the Court.
- e. If any provision of this Contract shall be adjudicated void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such determination and the validity and enforceability of all the remaining provisions shall not be affected thereby.
- f. Coach agrees as a condition of his employment to abide by the Drug Free Workplace Act of 1988 and to notify University's Office of Human Resources of any criminal drug conviction for a violation occurring in the workplace as soon as he is made aware of the conviction, but in any event no later than five (5) days after such conviction. (Note this is a requirement of federal law for all institutions receiving federal funds.)
- g. University may cancel this Contract at any time upon thirty (30) days' notice without further obligation due to lack of funding, or a determination by its governing board to eliminate the athletics program for lack of funds, or a decision to discontinue the athletics program made in accordance with University policy and procedures.
- h. Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits he receives pursuant to this Contract.
- i. The parties agree and understand the terms of this Contract are subject to its recommendation by President and contingent upon approval of Board.
- j. This Contract supersedes all other agreements between the parties, contains all the terms between the parties, and may be amended only in writing, signed and agreed to by both parties, and approved by Board.
- k. No delay or failure to enforce any provision of this Contract by University shall constitute a waiver or limitation of rights enforceable under this Contract.
- l. Coach acknowledges he has read and understands the foregoing provisions of this Contract; he has been afforded and has exercised the opportunity to consult with personal legal counsel; the provisions are reasonable and enforceable; and he agrees to abide by this Contract and the terms and conditions set forth herein.
- m. This Contract may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original

signature of the representative of a party shall have the same validity as an original signature for the purpose of this Contract. In accordance with La. R.S. § 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Contract shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. § 9:2601 through 9:2621.

- 20. Notices.** Any notice required herein shall be provided in writing and shall be delivered by personal delivery; a nationally-recognized overnight delivery service; or U.S. registered, certified, or first-class mail to such party. Any such notice shall be deemed to have been given either at the time of personal delivery; the day after it is transmitted to a nationally-recognized overnight delivery service; or in the case of mail, as of three (3) days after it is mailed.

Unless hereinafter changed via written notice to Coach, any notice to University shall be sent to:

University Designee:

Dr. E. Joseph Savoie, President
University of Louisiana at Lafayette
P.O. Box 41008
Lafayette, LA 70504-1008

With copy to:

Dr. Bryan Maggard, Vice President for
Intercollegiate Athletics
University of Louisiana at Lafayette
201 Reinhardt Drive
Lafayette, LA 70506

Unless hereinafter changed via written notice to University, any notice to Coach shall be sent to:

Coach:

Thomas Sevel
201 Reinhardt Drive
Lafayette, LA 70506

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Coach and the duly authorized representative of Board have executed this Contract on the dates indicated below.

**Board of Supervisors of the
University of Louisiana System**

DocuSigned by:
Joseph Savoie
1405E1487C93461...

By: Dr. E. Joseph Savoie
President, University of Louisiana
at Lafayette

2/18/2025

Date

Thomas Sevel, Coach

Signé par :
Thomas Sevel
29A078E96C1B460...

2/12/2025

Date

**ANCILLARY AGREEMENT TO
CONTRACT FOR EMPLOYMENT
HEAD MEN'S TENNIS COACH**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This is an Ancillary Agreement between the Board of Supervisors for the University of Louisiana System ("Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette ("University"), represented herein by Dr. E. Joseph Savoie, the duly authorized University President ("President"); the University of Louisiana at Lafayette Foundation (the "Foundation"); and Thomas Sevel ("Coach").

The Foundation desires to assist and aid University in the employment of Coach for the position of Head Men's Tennis Coach. To that end, the Foundation accepts and agrees to bind itself for the limited obligations of the Foundation set forth in Sections 6, 13, 14, and 15 of the Contract for Employment for Head Men's Tennis Coach ("Contract") between University and Coach. Any and all sums the Foundation owes pursuant to the Contract shall be paid from Unrestricted Athletic Foundation Accounts. Foundation joins in this Ancillary Agreement for the limited obligations of the Foundation set forth in Sections 6, 13, 14, and 15 of the Contract. No other terms of the Contract shall obligate or bind the Foundation.

This Ancillary Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. In accordance with La. R.S. 9:2605B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

This is an Ancillary Agreement shall be effective as of the Contract's effective date through the term of the Contract.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Ancillary Agreement on the dates indicated below.

DocuSigned by:
Joseph Savoie 2/18/2025
1405E1487C93461...

Board of Supervisors of the Date
University of Louisiana System
By: Dr. E. Joseph Savoie

Signé par :
Thomas Sevel 2/12/2025
29A078E96C1B460...

Thomas Sevel Date

DocuSigned by:
Bryan Hanks 2/14/2025
37D54100A727492...

University of Louisiana at Lafayette Date
Foundation
By: Bryan Hanks, Chairman